



Iowa Judicial Branch

1111 East Court Avenue | Des Moines, IA 50319

REQUEST FOR PROPOSAL

RFP COVER SHEET

Administrative Information:

TITLE OF RFP:	Wireless Communication Equipment for Court Interpreters		RFP Number:	2020-IJB-Interp
Agency:	Iowa Judicial Branch (IJB)			
Agency seeks to purchase:	Wireless Communication Equipment for Court Interpreters	Available to Political Subdivisions?	Yes	
Number of mos. or yrs. of the initial term of the contract:	Three (3) Years	Number of possible annual extensions:	Two (2) one-year extension	
Initial Contract term beginning:	Date contract signed	Ending:	One year after date contract signed	
Issuing Officer: John Goerdts 1111 East Court Avenue Des Moines, IA 50319 Email: john.goerdts@iowacourts.gov				
PROCUREMENT TIMETABLE—Event or Action:			Date/Time(Central time):	
Agency Posts Notice of RFP on TSB website			November 10, 2020	
Agency Issues RFP			November 12, 2020	
RFP written questions, requests for clarification, and suggested changes from Respondents due:			Date: November 27, 2020 Time: 4:00 p.m. CST	
IJB's written response to RFP questions, requests for clarifications and suggested changes due:			Date: December 4, 2020 Time: 4:00 p.m. CST	
Proposals Due Date:			Date: December 21, 2020	
Proposals Due Time:			Time: 4:00 p.m. CST	
Anticipated Date to issue Notice of Intent to Award:			Date: January 11, 2020	
Anticipated Date to execute contract:			Date: February 1, 2020	
Relevant Websites:	Web-address:			
Internet website where Addenda to this RFP will be posted:	https://www.iowacourts.gov/for-the-public/rfp/ https://bidopportunities.iowa.gov/			

Internet website where contract terms and conditions are posted:	https://das.iowa.gov/sites/default/files/procurement/pdf/050116%20terms%20goods.pdf	
Number of Copies of Proposals Required to be Submitted:	3 paper, 1 digital	
Firm Proposal Terms Per Section 3.2.11, the minimum Number of Days following the deadline for submitting proposals that the Respondent guarantees all proposal terms, including price, will remain firm:	180 Days	

1 INTRODUCTION

1.1 PURPOSE

The purpose of this Request for Proposals (RFP) is to solicit proposals from Responsible Respondents to provide the goods and/or services identified on the RFP cover sheet and further described in Section 4 of this RFP to IJB, as identified on the RFP cover sheet. IJB intends to award a Contract(s) beginning and ending on the dates listed on the RFP cover sheet, and IJB, in its sole discretion, may extend the Contract(s) for up to the number of annual extensions identified on the RFP cover sheet.

1.2 DEFINITIONS

For the purposes of this RFP and the resulting contract, the following terms are defined.

“Proposal” means Respondent’s proposal submitted in response to the RFP.

“Contract” means the contract(s) entered into with Respondent(s) as described in section 6.

“Contractor” means the awarded business/person to provide the contractual services agreed upon.

“General Terms and Conditions” shall mean the General Terms and Conditions for Services Contracts as referenced on the RFP cover page.

“IJB” shall mean Iowa Judicial Branch.

“Respondent” means the company, organization or other business entity submitting a proposal in response to this RFP.

“Responsible Respondent” means a Respondent that has the capability in all material respects to perform the scope of work and specifications of the Contract. In determining whether a Respondent is a Responsible Respondent, IJB may consider various factors including, but not limited to, the Respondent’s competence and qualifications to provide the goods or services requested, the Respondent’s integrity and reliability, the past performance of the Respondent and the best interest of IJB and the State.

“Responsive Proposal” means a Proposal that complies with the material provisions of this RFP.

“RFP” means this Request for Proposals and any attachments, exhibits, schedules or addenda hereto.

“State” means the State of Iowa, IJB, and all state agencies, boards, and commissions, and any political subdivisions making purchases from the Contract as permitted by this RFP.

“Vendor” means anyone who provides goods or services of experience to another entity.

1.3 OVERVIEW OF THE RFP PROCESS

The RFP process is for IJB's benefit and is intended to provide IJB with competitive information to assist in the selection process. It is not intended to be comprehensive. Each Respondent is responsible for determining all factors necessary for submission of a comprehensive Proposal.

Respondent should review Attachment 3, Form 22 Request for Confidentiality, for more information if its Proposal contains confidential information. Any Proposal marked "Confidential" or "Proprietary" on every page may be disqualified.

Respondents will be required to submit their Proposals in hardcopy and on digital media (i.e. CD, USB drive, etc.). It is IJB's intention to evaluate Proposals from all Respondents that submit timely Responsive Proposals, and award the Contract(s) in accordance with Section 5, Evaluation and Selection.

1.4 BACKGROUND INFORMATION

This RFP is designed to provide Respondents with the information necessary for the preparation of competitive Proposals. The RFP process is for IJB's benefit and is intended to provide IJB with competitive information to assist in the selection process. It is not intended to be comprehensive. Each Respondent is responsible for determining all factors necessary for submission of a comprehensive Proposal.

IJB seeks to obtain wireless communication equipment to allow for effective communication between court interpreters and limited English proficient (LEP) parties during court proceedings while maintaining social distancing (at least six feet apart), consistent with guidelines from the Center for Disease Control (CDC). The essential equipment should include a digital wireless transceiver and headset with microphone for an interpreter and two sets of digital wireless receivers and headsets for LEP parties – plus appropriate silicone protectors for the transceivers and receivers and other associated accessories identified in section 4 (below). IJB seeks a sufficient number of sets of this equipment so each courthouse in Iowa's 99 counties has at least one set.

2 ADMINISTRATIVE INFORMATION

2.1 ISSUING OFFICER

The Issuing Officer identified in the RFP cover sheet is the sole point of contact regarding the RFP from the date of issuance until a Notice of Intent to Award the Contract is issued.

2.2 RESTRICTION ON COMMUNICATION

From the issue date of this RFP until a Notice of Intent to Award the Contract is issued, ***Respondents may contact only the Issuing Officer – and only in writing***. The Issuing Officer will respond only to written questions regarding the procurement process. Questions related to the interpretation of this RFP must be submitted as provided in Section 2. Oral questions related to the interpretation of this RFP will not be accepted. Respondents may be disqualified if they contact any State employee other than the Issuing Officer about the RFP except that Respondents may contact the State Targeted Small Business Office on issues related to the preference for Targeted Small Businesses.

2.3 DOWNLOADING THE RFP FROM THE INTERNET

The RFP document and any addenda to the RFP will be posted at <https://www.iowacourts.gov/for-the-public/rfp/> and <https://bidopportunities.iowa.gov/>.

The Respondent is advised to check the website periodically for Addenda to this RFP, particularly if the Respondent downloaded the RFP from the Internet as the Respondent may not automatically receive addenda. It is the Respondent's sole responsibility to check daily for addenda to posted documents.

2.4 PROCUREMENT TIMETABLE

The dates provided in the procurement timetable on the RFP cover sheet are provided for informational and planning purposes. IJB reserves the right to change the dates. If IJB changes any of the deadlines for Respondent submissions, IJB will issue an addendum to the RFP.

2.5 QUESTIONS, REQUESTS FOR CLARIFICATION, AND SUGGESTED CHANGES

Respondents are invited to submit written questions and requests for clarifications regarding the RFP. The questions or requests for clarifications ***must be in writing*** and received by the Issuing Officer before the date and time listed on the RFP cover sheet. ***Oral questions will not be permitted***. If the questions or requests for clarifications pertain to a specific section of the RFP, Respondent shall reference the page and section number(s). IJB will send written responses to questions and requests for clarifications received from Respondents on or before the date listed on the RFP cover sheet. IJB's written responses will become an addendum to the RFP.

IJB assumes no responsibility for oral representations made by its officers or employees unless such representations are confirmed in writing and incorporated into the RFP through an addendum.

2.6 AMENDMENT TO THE RFP

IJB reserves the right to amend the RFP at any time using an addendum. The Respondent shall acknowledge receipt of all addenda in its Proposal. If IJB issues an addendum after the due date for receipt of Proposals, IJB may, in its sole discretion, allow Respondents to amend their Proposals in response to the addendum.

2.7 AMENDMENT AND WITHDRAWAL OF PROPOSAL

The Respondent may amend or withdraw and resubmit its Proposal at any time before the Proposals are due. The amendment must be in writing, signed by the Respondent and received by the time set for the receipt of Proposals. Electronic mail and faxed amendments will not be accepted. Respondents must notify the Issuing Officer in writing prior to the due date for Proposals if they wish to completely withdraw their Proposals.

2.8 SUBMISSION OF PROPOSALS

IJB must receive the Proposal at the Issuing Officer's address identified on the RFP cover sheet no later than the Proposals Due Date and Proposal Due Time listed on the RFP cover sheet, unless such date and time is extended by IJB, at its sole discretion, through the issuance of an addendum to this RFP. Respondents mailing Proposals must allow ample delivery time to ensure timely receipt of their Proposals. It is the Respondent's responsibility to ensure that the Proposal is received no later than the Proposals Due Date and Proposals Due Time. Postmarking by the due date, or a guaranteed or expected delivery by a courier will not substitute for actual receipt of the Proposal. Electronic mail and faxed Proposals will not be accepted.

Respondents must furnish all information necessary to enable IJB to evaluate the Proposal. Oral information provided by the Respondent shall not be considered part of the Respondent's Proposal unless it is reduced to writing.

2.9 PROPOSAL OPENING

IJB will open Proposals after the deadline for submission of Proposals has passed. The Proposals will remain confidential until the Evaluation Committee has reviewed all of the Proposals submitted in response to this RFP and IJB has issued a Notice of Intent to Award a Contract. See Iowa Code Section 72.3. However, the names of Respondents who submitted timely Proposals will be publicly available after the Proposal opening. The announcement of Respondents who timely submitted Proposals does not mean that an individual Proposal has been deemed technically compliant or accepted for evaluation.

2.10 COSTS OF PREPARING THE PROPOSAL

The costs of preparation and delivery of the Proposal are solely the responsibility of the Respondent.

2.11 NO COMMITMENT TO CONTRACT

IJB reserves the right to reject any or all Proposals received in response to this RFP at any time prior to the execution of the Contract. Issuance of this RFP in no way constitutes a commitment by IJB to award a contract.

2.12 REJECTION OF PROPOSALS

IJB may reject outright and not evaluate a Proposal for reasons including without limitation:

- A. The Respondent fails to deliver the cost proposal in a separate envelope.
- B. The Respondent acknowledges that a mandatory specification of the RFP cannot be met.
- C. The Respondent's Proposal changes a material specification of the RFP or the Proposal is not compliant with the mandatory specifications of the RFP.
- D. The Respondent's Proposal limits the rights of IJB.
- E. The Respondent fails to include information necessary to substantiate that it will be able to meet a specification of the RFP as provided in Section 3 of this RFP.
- F. The Respondent fails to timely respond to IJB's request for information, documents, or references.
- G. The Respondent fails to include Proposal Security, if required.
- H. The Respondent fails to include any signature, certification, authorization, stipulation, disclosure or guarantee as provided in Section 3 of this RFP.
- I. The Respondent presents the information requested by this RFP in a format inconsistent with the instructions of the RFP or otherwise fails to comply with the specifications of this RFP.
- J. The Respondent initiates unauthorized contact regarding the RFP with state employees.
- K. The Respondent provides misleading or inaccurate responses.
- L. The Respondent's Proposal is materially unbalanced.
- M. There is insufficient evidence (including evidence submitted by the Respondent and evidence obtained by IJB from other sources) to satisfy IJB that the Respondent is a Responsive Respondent.
- N. The Respondent alters the language in Attachment 1: Certification Letter or Attachment 2: Authorization to Release Information letter.

2.13 NONMATERIAL VARIANCES

IJB reserves the right to waive or permit cure of nonmaterial variances in the Proposal if, in the judgment of IJB, it is in the State's best interest to do so. Nonmaterial variances include but are not

limited to: minor failures to comply that do not affect overall responsiveness, that are merely a matter of form or format, that do not change the relative standing or otherwise prejudice other Respondents, that do not change the meaning or scope of the RFP, or that do not reflect a material change in the specifications of the RFP. In the event IJB waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFP specifications or excuse the Respondent from full compliance with RFP specifications or other Contract specifications if the Respondent is awarded the Contract. The determination of materiality is in the sole discretion of IJB.

2.14 REFERENCE CHECKS

IJB reserves the right to contact any reference to assist in the evaluation of the Proposal, to verify information contained in the Proposal and to discuss the Respondent's qualifications and the qualifications of any subcontractor identified in the Proposal.

2.15 INFORMATION FROM OTHER SOURCES

IJB reserves the right to obtain and consider information from other sources concerning a Respondent, such as the Respondent's capability and performance under other contracts, the qualifications of any subcontractor identified in the Proposal, the Respondent's financial stability, past or pending litigation, and other publicly available information.

2.16 VERIFICATION OF PROPOSAL CONTENTS

The content of a Proposal submitted by a Respondent is subject to verification. If IJB determines in its sole discretion that the content is in any way misleading or inaccurate, IJB may reject the Proposal.

2.17 PROPOSAL CLARIFICATION PROCESS

IJB reserves the right to contact a Respondent after the submission of Proposals for the purpose of clarifying a Proposal. This contact may include written questions, interviews, site visits, a review of past performance if the Respondent has provided goods and/or services to the State or any other political subdivision wherever located, or requests for corrective pages in the Respondent's Proposal. IJB will not consider information received from or through Respondent if the information materially alters the content of the Proposal or the type of goods and/or services the Respondent is offering to IJB. An individual authorized to legally bind the Respondent shall sign responses to any request for clarification. Responses shall be submitted to IJB within the time specified in IJB's request. Failure to comply with requests for additional information may result in rejection of the Proposal.

2.18 DISPOSITION OF PROPOSALS

All Proposals become the property of the State and shall not be returned to the Respondent. Once IJB issues a Notice of Intent to Award the Contract, the contents of all Proposals will be in the public domain and be available for inspection by interested parties, except for information for which Respondent properly requests confidential treatment or according to exceptions provided in Iowa Code Chapter 22 or other applicable law.

2.19 PUBLIC RECORDS AND REQUESTS FOR CONFIDENTIAL TREATMENT

IJB's release of public records is governed by Iowa Code chapter 22. Respondents are encouraged to familiarize themselves with Chapter 22 before submitting a Proposal. IJB will copy and produce public records upon request as required to comply with Chapter 22 and will treat all information submitted by a Respondent as non-confidential records unless Respondent requests specific parts of the Proposal be treated as confidential at the time of the submission as set forth herein **AND the information is confidential under Iowa or other applicable law.**

2.19.1 Form 22 Request for Confidentiality

Form 22 must be completed and included with respondent's proposal. Completion and submittal of form 22 is required whether the proposal does or does not contain information for which confidential treatment will be requested. Failure to submit a completed form 22 will result in the proposal considered non-responsive and not evaluated.

2.19.2 Confidential Treatment Is Not Requested

A Respondent not requesting confidential treatment of information contained in its Proposal shall complete Section I of Form 22 and submit Form 22 with the Proposal.

2.19.3 Confidential Treatment of Information is Requested

A Respondent requesting confidential treatment of specific information shall perform *all* the following:

- A. Complete Section II of Form 22,
- B. Conspicuously mark the outside of its Proposal as containing confidential information,
- C. Mark each page upon which the Respondent believes confidential information appears *and clearly identify each item for which confidential treatment is requested; marking a page in the page margin is not sufficient identification*, and
- D. Submit a "Public Copy" from which the confidential information has been excised.

Form 22 will not be considered fully complete unless, for each confidentiality request, the Respondent:

- A. Enumerates the specific grounds in Iowa Code chapter 22 or other applicable law that supports treatment of the material as confidential,
- B. Justifies why the material should be maintained in confidence,

- C. Explains why disclosure of the material would not be in the best interest of the public, and
- D. Sets forth the name, address, telephone, and e-mail for the person authorized by Respondent to respond to inquiries by IJB concerning the confidential status of such material.

The Public Copy from which confidential information has been excised is in addition to the number of copies requested in Section 3 of this RFP. The confidential material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the Proposal as possible.

Failure to request information be treated as confidential as specified herein shall relieve IJB and State personnel from any responsibility for maintaining the information in confidence. Respondents may not request confidential treatment with respect to pricing information and transmittal letters. A Respondent's request for confidentiality that does not comply with this section or a Respondent's request for confidentiality on information or material that cannot be held in confidence as set forth herein are grounds for rejecting Respondent's Proposal as non-responsive. Requests to maintain an entire Proposal as confidential will be rejected as non-responsive.

If IJB receives a request for information that Respondent has marked as confidential and if a judicial or administrative proceeding is initiated to compel the release of such material, Respondent shall, at its sole expense, appear in such action and defend its request for confidentiality. If Respondent fails to do so, IJB may release the information or material with or without providing advance notice to Respondent and with or without affording Respondent the opportunity to obtain an order restraining its release from a court possessing competent jurisdiction. Additionally, if Respondent fails to comply with the request process set forth herein, if Respondent's request for confidentiality is unreasonable, or if Respondent rescinds its request for confidential treatment, IJB may release such information or material with or without providing advance notice to Respondent and with or without affording Respondent the opportunity to obtain an order restraining its release from a court possessing competent jurisdiction.

2.20 COPYRIGHT PERMISSION

By submitting a Proposal, the Respondent agrees that IJB may copy the Proposal for purposes of facilitating the evaluation of the Proposal or to respond to requests for public records. By submitting a Proposal, the Respondent consents to such copying and warrants that such copying will not violate the rights of any third party. IJB shall have the right to use ideas or adaptations of ideas that are presented in Proposals.

2.21 RELEASE OF CLAIMS

By submitting a Proposal, the Respondent agrees that: (a) IJB and the State shall not be liable to any extent for any information, facts or data (or the completeness or accuracy thereof) provided in the RFP or for any information, facts or data that may be omitted from the RFP, regardless of

whether such inaccurate, incomplete or omitted information or data would be considered material or relevant to a Respondent for purposes of making an informed decision to either submitting a proposal or entering into a contract if awarded to a successful Respondent; and (b) it will not bring any claim or cause of action against IJB or the State based on any misunderstanding concerning the information provided in the RFP or concerning IJB's or the State's failure, negligent or otherwise, to provide the Respondent with complete, pertinent, or accurate information in this RFP or for any failure to provide information that any Respondent might consider relevant for purposes of making a decision to submit a proposal or to enter into any contract resulting from this RFP.

2.22 EVALUATION OF PROPOSALS SUBMITTED

The submission of a Proposal shall be deemed a representation and warranty by the Respondent that it:

- A. is a sophisticated party possessing sufficient knowledge and expertise concerning the subject matter of this RFP;
- B. is able to fully and independently evaluate the advisability of submitting a proposal and in assuming and performing all duties, liabilities, and obligations described in or contemplated by this RFP;
- C. has conducted its own independent gathering, review, and investigation of all information, facts, and data necessary for purposes of making an informed decision whether to submit a proposal and to assume and perform all duties, liabilities, and obligations described herein, without relying on any specific facts, information or representations of any kind made or provided by or on behalf of IJB, including any information presented in this RFP; and
- D. it has investigated all aspects of the RFP, and it is aware of the applicable facts of the RFP process and its procedures and requirements, and it has read and understands the RFP.

No request for modification of the provisions of the Proposal shall be considered after its submission on the grounds the Respondent was not fully informed as to any fact or condition. Statistical information that may be contained in the RFP or any addendum is for informational purposes only. IJB disclaims any responsibility for any information or facts that may subsequently be determined to be incomplete or inaccurate. IJB does not represent or warrant the accuracy or completeness of any such information, and IJB shall not be liable for any errors or omissions, or the results of errors or omissions, which may be discovered, at any time, to exist in RFP, including any appendices, attachments or amendments thereto.

Proposals that are timely submitted and are not rejected will be reviewed in accordance with Section 5 of the RFP. IJB will not necessarily award a contract resulting from this RFP to the Respondent offering the lowest cost. Instead, IJB will award the Contract(s) to the Responsible Respondent(s) whose Responsive Proposal IJB believes will provide the best value to IJB and the State.

2.23 AWARD NOTICE AND ACCEPTANCE PERIOD

Notice of Intent to Award the Contract(s) will be sent to all Respondents submitting a timely Proposal and may be posted at the website shown on the RFP cover sheet. Negotiation and execution of the Contract(s) shall be completed no later than thirty (30) days from the date of the Notice of Intent to Award or such other time as designated by or acceptable to IJB. If the successful Respondent fails to negotiate and deliver an executed Contract by that date, IJB, in its sole discretion, may cancel the award and award the Contract to the remaining Respondent IJB believes will provide the best value to the State.

2.24 NO CONTRACT RIGHTS UNTIL EXECUTION

No Respondent shall acquire any legal or equitable rights regarding the Contract unless and until the Contract has been fully executed by the successful Respondent and IJB.

2.25 CHOICE OF LAW AND FORUM

This RFP and the Contract shall be governed by the laws of the State of Iowa. Changes in applicable laws and rules may affect the award process or the Contract. Respondents are responsible for ascertaining pertinent legal requirements and restrictions. Any and all litigation or actions commenced by any party in connection with this RFP or any contract shall only be brought in the appropriate Iowa forum.

2.26 RESTRICTIONS ON GIFTS AND ACTIVITIES

Iowa Code Chapter 68B restricts gifts which may be given or received by State employees and requires certain individuals to disclose information concerning their activities with State government. Respondents are responsible to determine the applicability of this Chapter 68B to their activities and to comply with its requirements. In addition, pursuant to Iowa Code section 722.1, it is a felony offense to bribe or attempt to bribe a public official.

2.27 NO MINIMUM GUARANTEED

IJB does not guarantee any minimum level of purchases under the Contract.

2.28 APPEALS

If appealed, the state court administrator shall consider the evaluation committee's recommendation when making the final decision, but the state court administrator is not bound by the recommendation. The state court administrator may either accept or reject the recommended Respondent, or accept the Proposal of another Respondent, or elect not to select any Respondent. Appeals of the Notice of Intent to Award need to be received in the office of the state court administrator within 5 calendar days following the posting of the Notice of Intent to Award a contract.

3 SECTION 3. FORM AND CONTENT OF PROPOSALS

3.1 INSTRUCTIONS

These instructions prescribe the format and content of the Proposal. They are designed to facilitate a uniform review process. Failure to adhere to the Proposal format may result in the rejection of the Proposal.

3.1.1 Specifications

The Proposal shall be typewritten on 8.5" x 11" paper and sent in a sealed envelope. The Proposal shall be divided into two parts: (1) the Technical Proposal and (2) the Cost Proposal. The Technical Proposal and the Cost Proposal shall be labeled as such and placed in a separate sealed envelope. The envelopes shall be numbered in the following fashion: 1 of 4, 2 of 4, etc. The envelopes shall be labeled with the following information:

RFP Number:	2020-IJB-Interp
RFP Title:	Wireless Communication Equipment for Court Interpreters
Issuing Officer:	John Goerd, Deputy State Court Administrator
IJB Address:	1111 East Court Avenue, Des Moines, IA 50319

Three (3) paper copies and one (1) digital copy of the Proposal shall be timely submitted to the Issuing Officer in a sealed envelope. The Cost Proposal shall be submitted in a separate sealed envelope.

3.1.1.1 *Technical Proposal Envelope Contents*

- A. Original Technical Proposal and any copies Public Copy (if submitted)
- B. Technical Proposal on digital media
- C. Electronic Public Copy on same digital media (if submitted)

3.1.1.2 *Cost Proposal Envelope Contents*

- A. Original Cost Proposal
- B. Cost Proposal on separate digital media

IJB shall not be responsible for misdirected packages or premature opening of Proposals if a Proposal is not properly labeled.

3.1.2 Confidential Information

If the Respondent designates any information in its Proposal as confidential pursuant to Section 2, the Respondent must also submit one (1) copy of the Proposal from which confidential information has been excised as provided in Section 2 and which is marked "Public Copy".

3.1.3 Promotional or Display Materials

Proposals shall not contain promotional or display materials.

3.1.4 Attachments

Attachments shall be referenced in the Proposal.

3.1.5 If a Respondent Proposes Multiple Solutions

If a Respondent proposes more than one solution to the RFP specifications, each shall be labeled and submitted separately and each will be evaluated separately.

3.2 TECHNICAL PROPOSAL

The following documents and responses are required and shall be included in the Technical Proposal in the order given below:

3.2.1 Transmittal Letter (Required)

An individual authorized to legally bind the Respondent shall sign the transmittal letter. The letter shall include the Respondent's mailing address, electronic mail address, fax number, and telephone number. Any request for confidential treatment of information shall be included in the transmittal letter in accordance with the provisions of Section 2.

3.2.2 Table of Contents

The Respondent shall include a table of contents of its Proposal and submit the checklist of submittals per Attachment #4.

3.2.3 Executive Summary

The Respondent shall prepare an executive summary and overview of the goods and/or services it is offering, including all of the following information:

- A. Statements that demonstrate that the Respondent has read, understands and agrees with the terms and conditions of the RFP including the contract provisions in Section 6.
- B. An overview of the Respondent's plans for complying with the specifications of this RFP.
- C. Any other summary information the Respondent deems to be pertinent.
- D. Mandatory Specifications and Scored Technical Specifications

3.2.4 Mandatory Specifications and Scored Technical Specifications

Respondent shall answer whether or not it will comply with each specification in Section 4 of the RFP. Where the context requires more than a yes or no answer or the specific specification so indicates, Respondent shall explain how it will comply with the specification. Merely repeating the Section 4 specifications may be considered non-responsive and result in the rejection of the Proposal. Proposals must identify any deviations from the specifications of the RFP or specifications the Respondent cannot satisfy. If the Respondent deviates from or cannot satisfy the specifications of this section, IJB may reject the Proposal.

3.2.5 Vendor Background Information

Respondent shall provide the following general background information:

- A. Name, address, telephone number, fax number and e-mail address of the Respondent including all d/b/a's or assumed names or other operating names of the Respondent and any local addresses and phone numbers.
- B. Form of business entity, i.e., corporation, partnership, proprietorship, limited liability company
- C. State of incorporation, state of formation, or state of organization.
- D. The location(s) including address and telephone numbers of the offices and other facilities that relate to the Respondent's performance under the terms of this RFP.
- E. Number of employees.
- F. Type of business.
- G. Name, address and telephone number of the Respondent's representative to contact regarding all contractual and technical matters concerning the Proposal.
- H. Name, address and telephone number of the Respondent's representative to contact regarding scheduling and other arrangements
- I. Name, contact information and qualifications of any subcontractors who will be involved with this project the Respondent proposes to use and the nature of the goods and/or services the subcontractor would provide.
- J. Respondent's accounting firm
- K. The successful Respondent will be required to register to do business in Iowa before payments can be made.

For vendor registration documents, go to: <https://das.iowa.gov/procurement/vendors/how-do-business>

3.2.6 Experience

The Respondent must provide the following information regarding its experience:

- A. Number of years in business.
- B. Number of years of experience with providing the types of goods and/or services sought by the RFP.
- C. The level of technical experience in providing the types of goods and/or services sought by the RFP.
- D. A list of all goods and/or services similar to those sought by this RFP that the Respondent has provided to other businesses or governmental entities in the past five years.
- E. Letters of reference from three (3) previous customers or clients knowledgeable of the Respondent's performance in providing goods and/or services similar to the goods and/or services described in this RFP and a contact person and telephone number for each reference.

3.2.7 Personnel

The Respondent must provide resumes for all key personnel who will be involved in providing the goods and/or services contemplated by this RFP. The following information must be included in the resumes:

- A. Full name
- B. Education
- C. Years of experience and employment history particularly as it relates to the specifications of the RFP

3.2.8 Termination, Litigation, Debarment

The Respondent must provide the following information for the past five (5) years:

- A. If the Respondent had a contract for goods and/or services terminated for any reason, provide full details regarding the termination.
- B. Describe any damages or penalties assessed against or dispute resolution settlements entered into by Respondent under any existing or past contracts for goods and/or services. Provide full details regarding the circumstances, including the dollar amount of damages, penalties and settlement payments.
- C. Describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the Respondent to engage in any business, practice or activity.
- D. A list and summary of all litigation or threatened litigation, administrative or regulatory proceedings, or similar matters to which the Respondent or its officers have been a party.
- E. Any irregularities discovered in any of the accounts maintained by the Respondent on behalf of others. Describe the circumstances and disposition of the irregularities.

Failure to disclose these matters may result in rejection of the Proposal or termination of any subsequent Contract. The above disclosures are a continuing requirement of the Respondent. Respondent shall provide written notification to IJB of any such matter commencing or occurring after submission of a Proposal, and with respect to the successful Respondent, following execution of the Contract.

3.2.9 Criminal History and Background Investigation

The Respondent hereby explicitly authorizes IJB to conduct criminal history and/or other background investigation(s) of the Respondent, its officers, directors, shareholders, partners, and managerial and supervisory personnel who will be involved in the performance of the Contract.

3.2.10 Acceptance of Terms and Conditions

By submitting a Proposal, Respondent acknowledges its acceptance of the terms and conditions of the RFP and the General Terms and Conditions linked on the RFP cover sheet without change except as otherwise expressly stated in its Proposal. If the Respondent takes exception to a provision, it must:

- A. identify it by page and section number;
- B. state the reason for the exception;
- C. set forth in its Proposal the specific RFP or General Terms and Conditions language it proposes to include in place of the provision; and
- D. **comply with all requirements set forth in Section 6 of this RFP.** If Respondent's exceptions or responses materially alter the RFP, or if the Respondent submits its own terms and conditions or otherwise fails to follow the process described herein, IJB may reject the Proposal, in its sole discretion.

3.2.11 Certification Letter

The Respondent shall sign and submit with the Proposal, the document included as Attachment #1 (Certification Letter) in which the Respondent shall make the certifications included in Attachment #1.

3.2.12 Authorization to Release Information

The Respondent shall sign and submit with the Proposal the document included as Attachment #2 (Authorization to Release Information Letter) in which the Respondent authorizes the release of information to IJB.

3.2.13 Firm Proposal Terms

The Respondent shall guarantee in writing the goods and/or services offered in the Proposal are currently available and that all Proposal terms, including price, will remain firm Bid Terms days following the deadline for submitting Proposals.

3.2.14 Warranty

Provide warranty documentation for your proposed solution. Describe your replacement parts program, costs and turn-around time.

3.3 COST PROPOSAL

The Respondent shall provide its cost proposal in a separately sealed envelope for the proposed goods and/or services. The Respondent must also complete and include Attachment # 5 – Cost Proposal Form with its Cost Proposal.

3.3.1 Payment Methods

The State of Iowa, in its sole discretion, will determine the method of payment for goods and/or services as part of the Contract. The State Pcard and EAP are preferred payment methods, but payments made by any of the following methods: Pcard/EAP, EFT/ACH, or State Warrant. Respondents shall provide payment acceptance information in this section 3.3.1 in their Cost Proposals. ***This information will not be scored as part of the Cost Proposal or evaluated as part of the Technical Proposal.***

3.3.1.1 Credit card or ePayables

The State of Iowa's Purchasing Cards (Pcards) and ePayable solution (EAP) are commercial payment methods utilizing the VISA credit card network. The State of Iowa will not accept price changes or pay additional fees if Respondent uses the Pcard or EAP payment methods. Pcard-accepting Respondents must abide by the State of Iowa's Terms of Pcard Acceptance.

3.3.1.2 Electronic Funds Transfer (EFT) by Automated Clearing House (ACH)

Respondents shall provide a statement regarding their ability to accept payment by EFT by ACH. Payments are deposited into the financial institution of the claimant's choice three working days from the issue date of the direct deposit.

https://das.iowa.gov/sites/default/files/acct_sae/man_for_ref/forms/eft_authorization_form.pdf

3.3.1.3 State Warrant

The State of Iowa's warrant drawn on the Treasurer of State is used to pay claims against the departments of the State of Iowa. The warrant is issued upon receipt of proper documentation from the issuing department.

3.3.2 Payment Terms

Per Iowa Code 8A.514 the State of Iowa is allowed sixty (60) days to pay an invoice submitted by a Vendor/Respondent.

3.3.3 Respondent Discounts

Respondents shall state in their Cost Proposals whether they offer any payment discounts, including but not limited to:

3.3.3.1 Prompt Payment Discount

The State can agree to pay in less than sixty (60) days if an incentive for earlier payment is offered.

3.3.3.2 Cash Discount

The State may consider cash discounts when scoring Cost Proposals.

4 SPECIFICATIONS

4.1 OVERVIEW

The successful Respondent shall provide the goods and/or services to IJB and other agencies using the Contract in accordance with the specifications as provided in this Section. The Respondent shall address each specification in this Section and indicate whether or not it will comply with the specification. If the context requires more than a yes or no answer or the section specifically indicates, Respondent shall explain how it will comply with the specification. Proposals must address each specification. Merely repeating the specifications may be considered non-responsive and may disqualify the Respondent. Proposals must identify any deviations from the specifications of this RFP or specifications the Respondent cannot satisfy. If the Respondent deviates from or cannot satisfy the specification(s) of this section, IJB may reject the Proposal.

4.2 MANDATORY SPECIFICATIONS

All items listed in this section are Mandatory Specifications. Respondents must mark either “yes” or “no” to each specification in their Proposals. By indicating “yes” a Respondent agrees that it shall comply with that specification throughout the full term of the Contract, if the Respondent is successful. In addition, if specified by the specifications or if the context otherwise requires, Respondent shall provide references and/or supportive materials to verify the Respondent’s compliance with the specification. IJB shall have the right to determine whether the supportive information and materials submitted by the Respondent demonstrate the Respondent will be able to comply with the Mandatory Specifications. If IJB determines the responses and supportive materials do not demonstrate the Respondent will be able to comply with the Mandatory Specifications, IJB may reject the Proposal.

		Product Description	Units
	4.2.1	Digital wireless transceiver with rechargeable battery and single-unit power supply.	115
	4.2.2	Headset with microphone and 3.5 mm plug for use with the digital wireless transceiver in 4.2.1 (above).	115
	4.2.3	Digital wireless receiver with rechargeable battery.	230
	4.2.4	Folding headphones with a mono 3.5 mm plug for use with digital wireless receivers in 4.2.3 (above).	230
	4.2.5	3 or 4 slot charging device for use with the digital wireless transceiver in 4.2.1 (above) and/or receiver in 4.2.3 (above), including an applicable number (3 or 4) and type of cables for charging the transceivers and receivers.	115

	4.2.6	Silicone skin (protector) for the digital wireless transceivers in 4.2.1 (above) and digital wireless receivers in 4.2.3 (above), with lanyard & wrist strap.	345
	4.2.7	Warranty on transceivers (4.2.1)	
	4.2.8	Warranty on headset with microphone (4.2.2)	
	4.2.9.	Warranty on receivers (4.2.3)	
	4.2.10	Warranty on folding headphones (4.2.4)	
	4.2.11	Warranty on 3 or 4 slot charging devices (4.2.5)	
	4.2.12	Training / instructional materials (available in written and video formats).	

4.3 SCORED TECHNICAL SPECIFICATIONS

All items listed below are Scored Technical Specifications. All specifications will be evaluated and scored by the evaluation committee in accordance with Section 5.

Criteria	Maximum Score
Mandatory Specifications: 4.2.1 through 4.2.6	300 points
Mandatory Specifications: 4.2.7 through 4.2.12	60 points
Optional Specifications: 4.4	40 points
Experience: 3.26 and 3.27(b)-(c)	50 points
Total Possible Points	450 points

4.4 OPTIONAL SPECIFICATIONS

All items listed below are optional, non-mandatory specifications. These specifications will be evaluated and scored in the technical proposal. Cost for optional specifications shall be identified in the cost proposal; however, costs for optional specifications will not be considered in the determination of the cost score.

	4.4.1	Extended warranties on transceivers, receivers, charging devices, and headsets (2 years)		
	4.4.2	Service (2 years): Live technical assistance via telephone or online chat box.		

5 EVALUATION AND SELECTION

5.1 INTRODUCTION

This section describes the evaluation process that will be used to determine which Proposal(s) provides the greatest value to IJB. IJB will not necessarily award the Contract to the Respondent offering the lowest cost to IJB. Instead, IJB will award to the Respondent whose Responsive Proposal IJB believes will provide the best value to the State.

5.2 EVALUATION COMMITTEE

IJB will evaluate Proposals received in response to this RFP. IJB will use an evaluation committee to review and evaluate the Proposals. The evaluation committee will recommend an award based on the results of their evaluation to IJB or to such other person or entity who must approve the recommendation.

IJB's Evaluation Committee will initially review and evaluate each proposal received to determine the Respondent's ability to meet the RFP requirements.

The Evaluation Committee may select no more than five (5) Respondents best suited to meet the needs of IJB based on the scoring of the evaluation criteria. These Respondents will form the Respondent Short List. As part of the evaluation process, IJB may ask questions of a clarifying nature from Respondents as required.

IJB, at its sole discretion, reserves the right to have system demonstrations with those Respondents on the Respondent Short List. Demonstrations will be conducted at IJB offices at 1111 East Court Avenue, Des Moines, IA. Time limitations and demonstration requirements will be provided with the notification. Each Evaluation Committee member will score the demonstration. Demonstrations may involve a scripted demonstration as well as a demonstration "lab."

IJB may request additional information or clarification of proposals and hereby reserves the right to select the particular response to this RFP that it believes will best serve its business and operational requirements, considering the evaluation criteria set forth below.

IJB reserves the right to cancel this RFP at any time or reject any or all proposals received as a result of this RFP if it is in the best interest of IJB.

5.3 TECHNICAL PROPOSAL EVALUATION AND SCORING

All Technical Proposals will be evaluated to determine if they comply with the Mandatory Specifications and Scored Technical Specifications described in Section 4.1 and 4.2. To be deemed a Responsive Proposal, the Proposal must:

1. Answer “Yes” to all parts of Section 4.2 and include supportive materials as required to demonstrate the Respondent will be able to comply with the Mandatory Specifications in that section and
2. Obtain a “Pass” score on the initial review and evaluation of each proposal to determine the Respondent’s ability to meet the RFP requirements.

5.4 COST PROPOSAL SCORING

The Cost Proposals will remain sealed during the evaluation of the Technical Proposals and any Contractor presentations. After the Technical Proposals are evaluated and scored, the Cost Proposals will be opened and scored. Cost Proposal pricing will be scored based on a ratio of the lowest cost proposal versus the cost of each higher priced Contractor Proposal. Under this formula, the lowest Cost Proposal receives all of the points assigned to pricing. A Cost Proposal twice as expensive as the lowest Cost Proposal would earn half of the available points. Percentages and points will be rounded to the nearest whole value. The formula is:

Weighted Cost Score = (price of lowest Cost Proposal/price of each higher priced Cost Proposal) X (points assigned to pricing)

Example:

Contractor A quotes \$35,000; Contractor B quotes \$45,000 and Contractor C quotes \$65,000.

Contractor A:	<u>\$35,000</u> = receives 100% of available points for cost.
	\$35,000
Contractor B:	<u>\$35,000</u> = receives 78% of available points for cost.
	\$45,000
Contractor C:	<u>\$35,000</u> = receives 54% of available points for cost.
	\$65,000

Total Points Assigned to Cost: \$300

5.5 TOTAL SCORES

Each Contractor’s Technical Proposal points will be added to its Cost Proposal points to obtain the total points awarded for the Contractor’s Proposal.

6 CONTRACT TERMS AND CONDITIONS

6.1 CONTRACT TERMS AND CONDITIONS

Any contract(s) resulting from this RFP between IJB and any Respondent(s) selected by IJB shall be a combination of the specifications, terms and conditions referenced in this RFP, including without limitation, the General Terms and Conditions referenced and linked to on the RFP cover page, the offer of the Respondent contained in the Respondent's proposal (excluding any exceptions taken by Respondent in accordance with this Section 6 that are not accepted by IJB specifically in writing and contained in an executed agreement), written clarifications or changes made in accordance with the provisions herein, and any other terms deemed necessary by IJB.

IJB reserves the right to either award a contract without further negotiation with any successful Respondent(s) or to negotiate contract terms with any selected Respondent(s) if the best interests of IJB would be served. No exception or proposed amendment by a Respondent to the provisions or terms and conditions of this RFP, including the General Terms and Conditions, shall be incorporated into any resulting Contract unless IJB has explicitly accepted the Respondent's exception or amendment in writing in the resulting Contract.

All costs associated with complying with such Terms and Conditions should be included in any pricing quoted by Respondent.

By submitting a proposal, each Respondent acknowledges its complete acceptance of the terms, conditions, and specifications contained in this RFP, including the General Terms and Conditions, without change except as otherwise expressly stated in its Proposal.

If a Respondent takes exception to any terms, conditions, specifications or other provisions of this RFP (including those set forth in the General Terms and Conditions), it must state the reason for the exception and set forth in its proposal the specific contract language it proposes to substitute in place of the excepted provision(s).

If a Respondent takes exception to any term, condition, or provisions contained in the General Terms or Condition or this RFP, the Respondent must produce a redlined draft of such terms, conditions, or provisions, and such redlined draft must clearly reflect all of Respondent's exceptions thereto and all alternative language or other changes that Respondent specifically proposes to make.

Exceptions and/or proposed changes that materially change the terms, conditions, specifications, or provisions of the RFP (including those in the General Terms and Conditions) may be deemed non-responsive by IJB, as determined in its sole discretion, resulting in possible disqualification of the Respondent's proposal.

A Respondent's failure to state an exception to any term, condition, requirement or other provision of this RFP (including those contained in the General Terms and Conditions) and propose

alternative language in accordance with this Section 6.1 may be conclusively deemed by IJB to constitute Respondent's acceptance thereof.

Any term, condition, provision, or requirement to which a Respondent fails to take exception and propose changes and/or alternative language in accordance with this Section 6.1 will not be subject to negotiation.

In addition, terms and conditions like or similar to those described in Section 6.2 below are unacceptable to IJB and will not be subject to negotiation.

A Respondent may not take exception to all of the provisions or terms contained in this RFP or the General Terms and Conditions.

A Respondent may not state that it takes exception to any or all terms, conditions, requirements, or other provisions of the RFP (including those contained in the General Terms and Conditions) to the extent any of the foregoing conflict with any terms or conditions contained in the Respondent's standard form contracts.

IJB reserves the right to refuse to enter into a contract with the successful Respondent for any reason, even after delivery of notice of selection or intent to award or negotiate a contract. IJB further reserves the right to negotiate contract terms with the successful Respondent if the best interests of the State would be served.

6.2 UNACCEPTABLE/NON-NEGOTIABLE CONTRACT TERMS AND CONDITIONS

Notwithstanding anything in this RFP to the contrary, Respondents acknowledge and agree that the following types of contract provisions will not be accepted or negotiated by IJB:

1. Provisions that require IJB to indemnify and/or defend a Respondent (or any affiliate, director, employee, owner, shareholder, contractor, subcontractor, or agent of a Respondent) regardless of whether the provision uses the words "indemnify" or "indemnity";
2. Indemnification provisions (under which the Respondent is obligated to indemnify IJB for certain claims) that authorize the Respondent to defend IJB and have sole control over the defense and settlement of any claims against IJB;
3. Provisions requiring IJB to consent to jurisdiction or venue in the courts of any state or jurisdiction other than the State of Iowa;
4. Provisions specifying that the laws of a state or jurisdiction other than Iowa shall govern the contract or the equivalent;
5. Provisions that disclaim or limit the liability of, or claims that may be brought against, the Respondent, or any other provisions that otherwise limit the ability of IJB or the State to recover any type of damages or seek any contractual, legal, equitable or other available remedies from or against the Respondent or any affiliate or subcontractor of the Respondent;
6. Provisions that provide for sole and exclusive remedies or which otherwise limit any remedies or legal recourse that may be available to IJB or the State;

7. Provisions that limit the time period during which IJB or the Iowa Attorney General's office may bring an action against the Respondent or other parties/third parties, or provisions requiring IJB to waive other rights relative to seeking legal recourse, such as waiver of jury trial;
8. Confidentiality or nondisclosure provisions that are contrary to applicable laws such as Iowa Code Chapter 22 (Open Records) or create obligations that conflict with IJB's duties and obligations under applicable laws, including, without limitation, Iowa Code Chapter 22;
9. Provisions that would prevent or restrict IJB from disclosing or disseminating records that constitute public records under Iowa Code chapter 22 (or which contain definitions of confidential information that include information or records that IJB would not be able to treat confidentially pursuant to Iowa Code Section 12.7 or other applicable law);
10. Provisions that would prevent IJB from disclosing documents, records or information that IJB is required to disclose pursuant to court order, subpoena, or other legal process;
11. Payment and interest provisions (for overdue payments or late fees) that are inconsistent or conflict with Iowa Code Section 8A.514 and other applicable laws, rules and procedures.
12. Provisions that would require IJB to make or pledge any assets, monies, accounts and/or of IJB as collateral or subject any assets, receivables, equipment, or property of IJB to any liens, security interests, rights of set off or recoupment in favor of the Respondent;
13. Provisions that would require IJB to waive any immunity to suit or liability or waive sovereign or governmental immunity, or any defenses available to it under Iowa or Federal law (this is not intended to eliminate waivers of immunity that presently exist via statute (e.g., Chapter 669 relating to tort claims) or case law (e.g., the state, by entering into a contract, waives its defense of governmental immunity and may be sued for breach of contract);
14. Provisions that obligate IJB to pay or reimburse Respondent or a third party for attorney fees or costs of enforcement incurred by Respondent or the third party;
15. Provisions that might obligate IJB to pay amounts for items or claims that exceed IJB's appropriation or legally available funds;
16. Provisions that require IJB to pay any taxes, duties or tariffs (the state is tax exempt);
17. Provisions that entitle Respondent to equitable or injunctive relief without Respondent having to satisfy any applicable legal requirements;
18. Provisions requiring IJB to purchase or procure insurance of any kind (note: IJB is self-insured);
19. Provisions that establish or impose any duties or obligations on IJB or the State that are not permitted or authorized by any laws, rules or regulations applicable to IJB or the State

6.2.1 Contrary to Law.

IJB will not agree to provisions that either: (a) are not permitted or authorized by any laws, rules or regulations applicable to IJB or the State; or (b) establish or impose any duties or obligations on IJB or the State that are not permitted or authorized by any laws, rules or regulations applicable to IJB or the State.

6.2.2 Term Length

The IJB currently anticipates that the duration of any resulting contract will be for an initial period of three years from the effective date of execution. IJB will have the sole option to extend the contract upon the same or more favorable terms and conditions following expiration of the initial three year period by providing the selected Respondent with written notice for a total of two one-year extensions. The resulting contract may be terminated at the IJB's discretion, with or without cause, after thirty (30) days written notice to the Respondent, or in the event of a change in law or insufficient funds, or as may otherwise be provided in any resulting contract.

ATTACHMENT 1: CERTIFICATION LETTER – REQUIRED

Alterations to this document are prohibited, see section 2.14.14.

[Date]

John Goerdts, Issuing Officer
Iowa Judicial Branch
1111 East Court Avenue
Des Moines, IA 50319
Email: john.goerdts@iowacourts.gov

Re: RFP Number – **2020-IJB-Interp – Proposal Certifications**

Dear Mr. Goerdts:

I certify that the contents of the Proposal submitted on behalf of **[Name of Respondent]** _____ (Respondent) in response to **IJB for 2020-IJB-Interp for Wireless Communication Equipment for Court Interpreters** are true and accurate. I also certify that Respondent has not knowingly made any false statements in its Proposal.

Certification of Independence

I certify that I am a representative of Respondent expressly authorized to make the following certifications in behalf of Respondent. By submitting a Proposal in response to the RFP, I certify in behalf of the Respondent the following:

1. The Proposal has been developed independently, without consultation, communication or agreement with any employee or consultant to IJB or with any person serving as a member of the evaluation committee.
2. The Proposal has been developed independently, without consultation, communication or agreement with any other Respondent or parties for the purpose of restricting competition.
3. Unless otherwise required by law, the information found in the Proposal has not been and will not be knowingly disclosed, directly or indirectly prior to IJB's issuance of the Notice of Intent to Award the contract.
4. No attempt has been made or will be made by Respondent to induce any other Respondent to submit or not to submit a Proposal for the purpose of restricting competition.
5. No relationship exists or will exist during the contract period between Respondent and the IJB or any other State agency that interferes with fair competition or constitutes a conflict of interest.

Certification Regarding Debarment

6. I certify that, to the best of my knowledge, neither Respondent nor any of its principals: (a) are presently or have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal Agency or State Agency; (b) have within a three year period preceding this Proposal been convicted of, or had a civil judgment rendered against them for commission of fraud, a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of antitrust statutes; commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are presently indicted for or criminally or civilly charged by a

government entity (federal, state, or local) with the commission of any of the offenses enumerated in (b) of this certification; and (d) have not within a three year period preceding this Proposal had one or more public transactions (federal, state, or local) terminated for cause.

This certification is a material representation of fact upon which the IJB has relied upon when this transaction was entered into. If it is later determined that Respondent knowingly rendered an erroneous certification, in addition to other remedies available, the IJB may pursue available remedies including suspension, debarment, or termination of the contract.

Certification Regarding Registration, Collection, and Remission of Sales and Use Tax

7. Pursuant to *Iowa Code sections 423.2(10) and 423.5(8) (2011)* a retailer in Iowa or a retailer maintaining a business in Iowa that enters into a contract with a state agency must register, collect, and remit Iowa sales tax and Iowa use tax levied under *Iowa Code chapter 423* on all sales of tangible personal property and enumerated services. The Act also requires Respondents to certify their compliance with sales tax registration, collection, and remission requirements and provides potential consequences if the certification is false or fraudulent.

By submitting a Proposal in response to the (RFP), the Respondent certifies the following: (check the applicable box)

- ☐ Respondent is registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by *Iowa Code Chapter 432*; or
- ☐ Respondent is not a “retailer” or a “retailer maintaining a place of business in this state” as those terms are defined in *Iowa Code subsections 423.1(42) and (43)*.

Respondent also acknowledges that the IJB may declare the Respondent’s Proposal or resulting contract void if the above certification is false. The Respondent also understands that fraudulent certification may result in the IJB or its representative filing for damages for breach of contract in addition to other remedies available to IJB.

Sincerely,

[Name and Title]

ATTACHMENT 2: AUTHORIZATION TO RELEASE INFORMATION LETTER – REQUIRED

Alterations to this document are prohibited, see section 2.14.14.

[Date]

John Goerdts, Issuing Officer
Iowa Judicial Branch
1111 East Court Avenue
Des Moines, IA 50319
Email: john.goerdts@iowacourts.gov

Re: RFP Number – **2020-IJB-Interp – Proposal Certifications -- AUTHORIZATION TO RELEASE INFORMATION**

Dear Mr. Goerdts:

Dear **Name of Issuing Officer**:

[Name of Respondent] _____ (**Respondent**) hereby authorizes the **IJB** or a member of the Evaluation Committee to obtain information regarding its performance on other contracts, agreements or other business arrangements, its business reputation, and any other matter pertinent to evaluation and the selection of a successful Respondent in response to **2020-IJB-Interp**.

The Respondent acknowledges that it may not agree with the information and opinions given by such person or entity in response to a reference request. The Respondent acknowledges that the information and opinions given by such person or entity may hurt its chances to receive contract awards from the State or may otherwise hurt its reputation or operations. The Respondent is willing to take that risk.

The Respondent hereby releases, acquits and forever discharges the State of Iowa, the IJB, their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the undersigned that it may have or ever claim to have relating to information, data, opinions, and references obtained by the IJB or the Evaluation Committee in the evaluation and selection of a successful Respondent in response to the RFP.

The Respondent authorizes representatives of the IJB or the Evaluation Committee to contact any and all of the persons, entities, and references which are, directly or indirectly, listed, submitted, or referenced in the Respondent's Proposal submitted in response to RFP.

The Respondent further authorizes any and all persons and entities to provide information, data, and opinions with regard to its performance under any contract, agreement, or other business arrangement, its ability to perform, business reputation, and any other matter pertinent to the evaluation of the Respondent's Proposal. The Respondent hereby releases, acquits and forever discharges any such person or entity and their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the Respondent that it may have or ever claim to have relating to information, data, opinions, and references supplied to the IJB or the Evaluation Committee in the evaluation and selection of a successful Respondent in response to RFP.

A photocopy or facsimile of this signed Authorization is as valid as an original.

Sincerely,

[Printed Name of Respondent Organization]

[Name and Title of Authorized Representative]

Date

ATTACHMENT 3: FORM 22 – REQUEST FOR CONFIDENTIALITY – REQUIRED

The submission of this form 22 is required.

This Form 22 (Form) must be completed and included with your Proposal to the RFP. The Form is required whether the Proposal does or does not contain information for which confidential treatment will be requested.

Failure to submit a completed Form will result in the Proposal considered non-responsive and eliminated from evaluation.

Confidential Treatment Is Not Requested

A request for confidential treatment of information contained in our Proposal is not submitted.

_____ Company	_____ RFP Number	_____ RFP Title
_____ Signature	_____ Title	_____ Date

Confidential Treatment Is Requested

If you are submitting a request for confidential treatment of any information submitted in your Proposal, complete the rest of this form.

The below information is to be completed and signed only if Respondent is requesting confidential treatment of any information submitted in its Proposal.

Per the paragraph labeled as Public Records and Requests for Confidential Treatment in section 2 of the Request for Proposal (RFP), Respondent requesting portions of its Proposal be maintained in confidence must complete this form and submit it with its Proposal. Respondent should read and familiarize themselves with chapter 22 of the Iowa Code regarding release of public records before completing this Form. Respondent shall refer to the paragraph labeled as Public Records and Requests for Confidential Treatment in section 2 of the RFP for instructions regarding how to request confidential treatment of portions of its Proposal.

Notes

- A. ***Completion of this Form is the sole means of requesting confidential treatment.***
- B. ***Respondent may not request pricing proposals be held in confidence.***

Completion of the Form and IJB's acceptance of Respondent's submission does not guarantee IJB will grant Respondent's request for confidentiality. IJB may reject Respondent's Proposal entirely in the event

Respondent requests confidentiality and does submit a fully completed Form or requests confidentiality for portions of its Proposal that are improper under the RFP.

To request confidentiality, Respondent must provide the following information:

☐ Respondent must conspicuously mark confidential material in its Proposal in accordance with the section titled Public Records and Requests for Confidential Treatment. *Check box when completed.*

Respondent must specifically identify and list the Proposal section(s) for which it seeks confidentiality and answer the following questions for each section listed:

- Explain the specific grounds in *Iowa Code Chapter 22* or other applicable law which support treatment of the material as confidential.
- Justify why the material should be kept in confidence.
- Explain why disclosure of the material would not be in the best interest of the public.
- Provide the name, address, telephone, and email for the Respondent's person authorized to respond to inquiries by IJB concerning the status of confidential materials.

Please provide the information in the table below. Respondent may add additional lines if necessary or add additional pages using the same format as the table below.

For each section with confidential material, provide the following information in the table below. Respondent may add additional lines if necessary or add additional pages using the same format as the table below

- A. Specific grounds in *Iowa Code Chapter 22* or other applicable law which supports treatment of the material as confidential
- B. Justification of why the material should be kept in confidence.
- C. Explanation of why disclosure of the material would not be in the best interest of the public.
- D. Name, address, telephone, and email for the person at Respondent's organization authorized to respond to inquiries by IJB concerning the status of confidential materials.

RFP Section	Specific Grounds	Justification	Explanation	Contact Information

☐ Respondent must submit a Public Copy of its Proposal from which the confidential information has been excised. The confidential material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the Proposal as possible. *Check box when completed.*

This Form must be signed by the individual who signed the Respondent's Proposal. The Respondent shall place this Form completed and signed in its Proposal immediately following the transmittal letter. A copy of this document shall be placed in all Proposals submitted including the Public Copy.

**Failure to provide the information required on this Form may result in rejection of Respondent's submittal to request confidentiality or rejection of the Proposal as being non-responsive.*

**Please note that this Form is to be completed and signed only if you are submitting a request for confidential treatment of any information submitted in your Proposal.*

Company

RFP Number

RFP Title

Signature

Title

Date

ATTACHMENT 4: COST PROPOSAL FORM – REQUIRED

This form must only be attached to submitted Cost Proposals.

It cannot be included with the Technical Proposal.

Payment Terms

Per *Iowa Code § 8A.514* the State of Iowa is allowed sixty (60) days to pay an invoice submitted by a vendor.

Cost Proposal

Respondent's Cost Proposal shall include an all-inclusive, itemized, total cost in U.S. Dollars (including all travel, expenses, etc. in prices). All pricing to be FOB Destination, freight cost and all expenses included; and based on the Payment Terms outlined above. The following template is required. Please use additional pages to provide any additional narrative support for the costing information.

Provide a detailed breakdown in your Cost Proposal for all costs included below.

Sec.	Product Description	Units	Cost per Unit	Total Firm U.S. \$
4.2.1	Digital wireless transceiver with rechargeable battery and single-unit power supply.	115		
4.2.2	Headset with microphone and 3.5 mm plug for use with the digital wireless transceiver in 4.2.1 (above).	115		
4.2.3	Digital wireless receiver with rechargeable battery.	230		
4.2.4	Folding headphones. Mono 3.5 mm plug. For use with digital wireless receivers in 4.2.3 (above).	230		
4.2.5	Silicone skin (protector) for digital wireless transceivers in 4.2.1 (above) and/or the digital wireless receivers in 4.2.3 (above), with lanyard & wrist strap.	345		
4.2.6	3 or 4 slot charging device for use with the digital wireless transceiver in 4.2.1 (above) and/or the digital wireless receiver in 4.2.3 (above), including an applicable number (3 or 4) and type of cables for charging the transceivers and receivers.	115		
4.2.7	Warranty on transceivers (4.2.1)			
4.2.8	Warranty on headset with microphone (4.2.2)			
4.2.9.	Warranty on receivers (4.2.3)			

4.2.10	Warranty on folding headphones (4.2.4)			
4.2.11	Warranty on 3 or 4 slot charging devices (4.2.5)			
4.2.12	Training / instructional materials (available in written and video formats).			
	Shipment costs (see Attachment 5 – Shipment Information)			
	Total Cost for Mandatory Specifications			

Include additional pages, if necessary.

Optional Specifications

		Units	Cost per Unit	Total Firm U.S. \$
4.4.1	Extended warranties on transceivers, receivers, charging devices, and headsets (2 years)			
4.4.2	Service (2 years): Live technical assistance via telephone or online chat box.			
	Total Cost for Optional Specifications			

Include additional pages, if necessary.

ATTACHMENT 5: SHIPMENT INFORMATION

Shipping Destinations for Iowa Judicial Branch RFP # 2020-IJB-Interp: Wireless Communication Equipment for Court Interpreters

District	# of Sets of Equipment*	Where to deliver equipment:
D1	12	District Court Administration Attention: Linda Nilges Black Hawk County Courthouse 316 East 5th St. Waterloo, IA 50703
D2	9	Scott Hand, Court Administration Cerro Gordo County Courthouse 220 N. Washington Ave. Mason City, IA 50401
D2	14	Bill Watson Webster County Courthouse Court Administration 4th Floor 701 Central Avenue Fort Dodge, IA 50501
D3	14	District Court Administration Attn: Peggy Frericks Woodbury County Courthouse 620 Douglas Street Sioux City, IA 51101
D4	10	District Court Administration Attn: Bob Gast Pottawattamie County Courthouse 227 South 6th Street Council Bluffs, IA 51502
D5	1	Anna Butler Dallas County Clerk of Court 801 Court Street Adel, IA 50003 (1 unit – Dallas County)
D5	2	Allison Danilovich Union County Clerk of Court 300 North Pine Street Creston, IA 50144 (2 units – Union & Clarke Counties)

D5	3	Traci Tharp Decatur County Clerk of Court 207 North Main Leon, IA 50144 (3 counties – Decatur, Wayne and Lucas Counties)
D5	3	Jackie Saville Taylor County Clerk of Court 405 Jefferson, Suite 4 Bedford, IA 50833 (3 units – Adam, Taylor and Ringgold Counties)
D5	2	Stacey Armstrong Guthrie County Clerk of Court Office 200 N 5th Guthrie Center, Iowa 50115 (2 units - Guthrie and Adair counties)
D5	4	Toni Stevens Polk County Courthouse 500 Mulberry Street Des Moines, IA 50303 (4 units – Polk County)
D5	2	Kelly Ruhnke Jasper County Clerk of Court 101 1st Street, Room 104 Newton, IA 50208 (2 units – Jasper and Newton Counties)
D5	2	Kelly Junkman Warren County Court Facility 2205 W 2nd Avenue Indianola, IA 50125 (2 units – Warren and Madison Counties)
D6	12	District Court Administration Attn: Kellee Cortez 51 Third Avenue Bridge Cedar Rapids, IA 52401
D7	10	District Court Administration Attn: Kathy Gaylord Scott County Courthouse 400 West Fourth Street Davenport, IA 52801

D8	15	District Court Administration Attn: Heidi Baker Wapello County Courthouse 101 West 4th Street Ottumwa, IA 52501
Total	115	
*1 "set" = 1 transceiver (4.2.1), 1 headset with microphone (4.2.2), 2 receivers (4.2.3), 2 folding headphones (4.2.4), 1 charging device (4.2.5), and 3 silicone skins / protectors (4.2.6).		

ATTACHMENT 6: RESPONSE CHECKLIST – REQUIRED

RFP Reference Section	Response Included		Location of Response
	Yes	No	
3.1.1 Number of Copies of the Bid Proposal			
3.1.2 One (1) Public Copy with Confidential Information Excised			
3.2.1 Transmittal Letter			
3.2.4 Specifications			
3.2.5 Vendor Background Information			
3.2.6 Experience			
3.2.7 Personnel			
3.2.8 Terminations, Litigation, Debarment			
3.2.9 Criminal History			
3.2.10 Acceptance of Terms and Conditions			
3.2.11 Certification Letter			
3.2.12 Authorization to Release Information			
3.2.13 Firm Proposal Terms			
3.2.14 Warranty			
4.2 Mandatory Specifications			
4.3 Scored Technical			
4.4 Specifications Optional Specifications			
Attachment 1 – Certification Letter			
Attachment 2 – Authorization to Release Information Letter			
Attachment 3 – Form 22 – Request for Confidentiality			
Attachment 4 – Cost Proposal Form			
Attachment 6 – Response Checklist			

JUDICIAL BRANCH REVIEW (FOR IJB USE ONLY)

- ☐ Respondent's Proposal is rejected as non-compliant because one of more of the following reasons:
 - ☐ Respondent requested confidentiality without submitting a fully completed Form 22.
 - ☐ Respondent requested confidentiality without presenting its request in the transmittal letter of its Proposal.
 - ☐ Respondent requested confidentiality and failed to conspicuously mark such material as confidential within its Proposal in accordance with the RFP.
 - ☐ Respondent requested confidentiality without submitting a public copy of its Proposal with the confidential information redacted.
 - ☐ Respondent requested confidentiality on material in contravention of the RFP.
 - ☐ Other: _____.
- ☐ Respondent's submission is accepted.¹

Issuing Officer Signature

Date

¹ IJB's acceptance of Respondent's submission should not be construed as IJB's approval of Respondent's request for confidentiality. Instead, acceptance of Respondent's submission simply means that IJB believes Respondent's Form 22 appears fully completed in accordance with the RFP.